



201505200046

Skagit County Auditor

\$77.00

5/20/2015 Page

1 of

6 12:11PM

WHEN RECORDED, RETURN TO:
FIRST AMERICAN TITLE INSURANCE CO.
1100 SUPERIOR AVENUE, SUITE 200
CLEVELAND, OHIO 44114
NATIONAL RECORDING

This Document Prepared By:
LAKEYA WARREN
WELLS FARGO BANK, N.A.
3476 STATEVIEW BLVD, MAC# X7801-03K
FORT MILL, SC 29715

When recorded, instrument #: 9391775

First American Title

Loss Mitigation Title Services 1079-12

P.O. Box 27670

Santa Ana, CA 92799

RE: CLARK JR - PR DOCS

Tax/Parcel No. P77568

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Original Principal Amount: \$118,405.00

FHA/VA Loan No.:

Unpaid Principal Amount: \$111,409.80

FHA Case No.: 703 566-0043152

New Principal Amount \$99,765.59

Loan No: (scan barcode)

Total Cap Amount: \$0.00

LOAN MODIFICATION AGREEMENT (DEED OF TRUST)

(Providing for Fixed Rate)

This Loan Modification Agreement ("Agreement"), made this 9TH day of MARCH, 2015, between **BENNY L. CLARK, JR. A SINGLE MAN** ("Borrower"), whose address is **1011 CALKIN PLACE, SEDRO WOOLLEY, WASHINGTON 98284** and **WELLS FARGO BANK, N.A.** ("Lender"), whose address is **3476 STATEVIEW BLVD, MAC# X7801-03K, FORT MILL, SC 29715** amends and supplements (1) the Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), dated **MARCH 24, 2011** and recorded on **APRIL 1, 2011** in **INSTRUMENT NO. 201104010060, SKAGIT COUNTY, WASHINGTON**, and (2) the Note, in the original principal amount of U.S. **\$118,405.00**, bearing the same date as, and secured by, the Security Instrument, which covers the real and personal property described in the Security Instrument and defined therein as the "Property," located at **1011 CALKIN PLACE, SEDRO WOOLLEY, WASHINGTON 98284**

the real property described is located in **SKAGIT COUNTY, WASHINGTON** and being set forth as follows:

Wells Fargo Custom FHA HAMP Loan Modification Agreement
03052015_258

First American Mortgage Services

Page 1

Initial **BLC**

936

LOT 13, WEDMORE ADDITION, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 9 OF PLATS, PAGE 115, RECORDS OF SKAGIT COUNTY, WASHINGTON.

TAX/PARCEL NO. P77568

In consideration of the mutual promises and agreements exchanged, the parties hereto agree as follows (notwithstanding anything to the contrary contained in the Note or Security Instrument):

1. Borrower agrees that certain amounts owed will not be capitalized, waived, or addressed as part of this Agreement, and will remain owed until paid. These amounts owed are referenced in the Cover Letter to this Agreement, which is incorporated herein, and are to be paid with the return of this executed Agreement. If these amounts owed are not paid with the return of this executed Agreement, then Lender may deem this Agreement void.
 - A. As of, **APRIL 1, 2015**, the modified principal balance of my Note will include amounts and arrearages that will be past due as of the Modification Effective Date (including unpaid and deferred interest, fees, escrow advances and other costs, but excluding unpaid late charges, valuation, property preservation, and other charges not permitted under the terms of the HAMP modification, collectively, "Unpaid Amounts") in the amount of **\$0.00**, less any amounts paid to the Lender but not previously credited to my Loan. The new principal balance of my Note will be **\$99,765.59** (the "New Principal Balance"). I understand that by agreeing to add the Unpaid Amounts to the outstanding principal balance, the added Unpaid Amounts accrue interest based on the interest rate in effect under this Agreement. I also understand that this means interest will now accrue on the unpaid interest that is added to the outstanding principal balance, which would not happen without this Agreement.
 - B. With the Modification you will have total partial claim due of **\$21,139.25**, which includes **\$11,644.21** that has been reduced from the New Principal Balance above. This agreement is conditioned on the proper execution and recording of this HUD Partial Claim.
2. Borrower promises to pay the New Principal Balance, plus interest, to the order of Lender. Interest will be charged on the New Principal Balance at the yearly rate of **3.7500%**, from **APRIL 1, 2015**. The Borrower promises to make monthly payments of principal and interest of U.S. **\$462.03**, beginning on the 1ST day of **MAY, 2015**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on **APRIL 1, 2045** (the "Maturity Date"), the Borrower still owes amounts under the Note and the Security Instrument, as amended by this Agreement, Borrower will pay these amounts in full on the Maturity Date.
3. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in the Borrower is sold or transferred and the Borrower is not a natural person) without the Lender's prior written consent, the Lender may require immediate payment in full of all sums secured by this Security Instrument.

If the Lender exercises this option, the Lender shall give the Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which the Borrower must pay all sums secured by this Security Instrument. If the Borrower fails to pay these sums prior to the expiration of this period, the Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on the Borrower.



- UNIVERSITY MICROFILMS INTERNATIONAL DOCUMENT
4. The Borrower agrees to make and execute such other documents or papers as may be necessary or required to effectuate the terms and conditions of this Agreement.
 5. The Borrower also will comply with all other covenants, agreements, and requirements of the Security Instrument, including without limitation, the Borrower's covenants and agreements to make all payments of taxes, insurance premiums, assessments, escrow items, impounds, and all other payments that the Borrower is obligated to make under the Security Instrument; however, the following terms and provisions are forever cancelled, null and void, as of the date specified in Paragraph No. 1 above:
 - (a) all terms and provisions of the Note and Security Instrument (if any) providing for, implementing, or relating to, any change or adjustment in the rate of interest payable under the Note; and
 - (b) all terms and provisions of any adjustable rate rider, or other instrument or document that is affixed to, wholly or partially incorporated into, or is part of, the Note or Security Instrument and that contains any such terms and provisions as those referred to in (a) above.
 6. If the borrower has filed for or received a discharge in a bankruptcy proceeding subsequent to or in conjunction with the execution of this Agreement and said debt was not reaffirmed during the course of the proceeding, Lender agrees that I will not have personal liability on the debt pursuant to this Agreement and may only enforce the lien as against the property.
 7. Nothing in this Agreement shall be understood or construed to be a satisfaction or release in whole or in part of the Note and Security Instrument. Except as otherwise specifically provided in this Agreement, the Note and Security Instrument will remain unchanged, and Borrower and Lender will be bound by, and comply with, all of the terms and provisions thereof, as amended by this Agreement.
 8. Borrower agrees to make and execute other documents or papers as may be necessary to effectuate the terms and conditions of this Agreement which, if approved and accepted by Lender, shall bind and inure to the heirs, executors, administrators, and assigns of the Borrower.
 9. If included, the undersigned Borrower(s) acknowledges receipt and acceptance of the Notice of Special Flood Hazard disclosure

CLARK JR
50030685 WA
FIRST AMERICAN ELS
MODIFICATION AGREEMENT

In Witness Whereof, I have executed this Agreement.

Benny L. Clark, Jr.
Borrower: **BENNY L. CLARK, JR.**

3-12-15
Date

Borrower: _____

Date

Borrower: _____

Date

Borrower: _____

Date

[Space Below This Line for Acknowledgments]

BORROWER ACKNOWLEDGMENT

State of WASHINGTON

County of SEAGIT

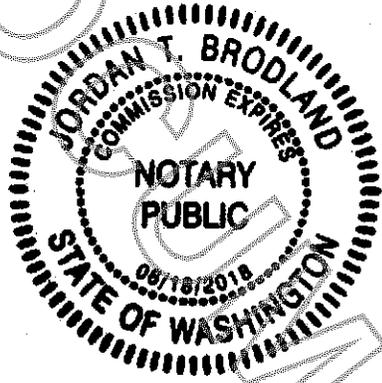
On this day personally appeared before me BENNY L. CLARK, JR., to me known to be the individual(s) described in and who executed the within and foregoing instrument, and acknowledged that he/she/they signed the same as his/her/their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and seal of office this 12TH day of MARCH, 2015.

Jordan T. Brodland
Notary Public residing at MT. VERNON, WA 98273

Printed Name: JORDAN T. BRODLAND

My commission expires: 06/18/2018



In Witness Whereof, the Lender have executed this Agreement.

WELLS FARGO BANK, N.A.

By *Karen Ann Marie Johnson*
Karen Ann Marie Johnson (print name)
Vice President Loan Documentation (title)

03-26-2015
Date

[Space Below This Line for Acknowledgments]

LENDER ACKNOWLEDGMENT

STATE OF MN

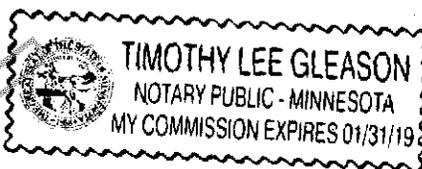
COUNTY OF Dakota

The instrument was acknowledged before me this 3-26-2015 by

Karen Ann Marie Johnson,
Vice President Loan Documentation of **WELLS FARGO BANK, N.A.**,

a Vice President Loan Documentation, on behalf of said company.

Timothy Lee Gleason
Notary Public



Printed Name: **Timothy Lee Gleason**

My commission expires: 1-31-2019

THIS DOCUMENT WAS PREPARED BY:
LAKEYA WARREN
WELLS FARGO BANK, N.A.
3476 STATEVIEW BLVD, MAC# X7801-03K
FORT MILL, SC 29715

Date: MARCH 8, 2015

Loan Number: (scan barcode)

Lender: WELLS FARGO BANK, N.A.

Borrower: BENNY L. CLARK, JR.

Property Address: 1011 CALKIN PLACE, SEDRO WOOLLEY, WASHINGTON 98284

NOTICE OF NO ORAL AGREEMENTS

THIS WRITTEN LOAN AGREEMENT REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES.

THERE ARE NO ORAL AGREEMENTS BETWEEN THE PARTIES.

Receipt of Notice. The undersigned hereby admit to having each received and read a copy of this Notice on or before execution of the Loan Agreement. "Loan Agreement" means one or more promises, promissory notes, agreements, undertakings, security agreements, deeds of trust or other documents, or commitments, or any combination of those actions or documents, pursuant to which a financial institution loans or delays repayment of or agrees to loan or delay repayment of money, goods or any other thing of value or to otherwise extend credit or make a financial accommodation.

Benny L. Clark, Jr. 3-12-15

Borrower Date
BENNY L. CLARK, JR.

Borrower Date

